

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W34QWR-4034-3104		PAGE 1 OF 18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91248-04-Q-0040	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN J. DAY		b. TELEPHONE NUMBER (No Collect Calls) 270 798-7854		6. SOLICITATION ISSUE DATE 15-Mar-2004	
9. ISSUED BY DIRECTORATE OF CONTRACTING ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-1100 TEL: (270) 798-7807 FAX: (270) 798-4613		CODE W91248		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 2321 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO PUBLIC SAFETY BUSINESS CENTER BETTY CAVALIER 123 FORREST RD FORT CAMPBELL KY 42223 TEL: 798-3943 FAX:		CODE W0U4AA		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Police Uniforms FFP Des: Brand Name - Elbeco Long Sleeve Shirt, Light Blue or Equal, Elbeco Item No. 313 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to Bldg 123, Attn: CPT Stanley, 123 Forrest Rd.,FTCKY	159	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Police Uniform FFP Desc: Brand Name - Elbeco Short Sleeve Shirt, Light Blue or Equal, Elbeco Item No.: 3313 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship To: Bldg 123, Attn: Mr. Stanley, 123 Forrest Rd.,FTCKY	159	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Police Uniforms FFP Desc: Reverse Flag, Right Sleeve or Equal, Item No.: 106 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.FTCKY	400	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Police Uniforms FFP Desc: Elbeco Trousers, Navy Blue or Equal, Item No. 314 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123-Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	181	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Police Uniforms FFP Desc: Thorogood High Top Shoes or Equal, Thorogood Item No. 834-6901 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship To: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	61	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Police Uniforms FFP Desc: Legend Solid Ballcap with Police, Item No, L30TWPOL PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123 - Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	122	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Police Uniforms FFP Desc: Blackington Nametag, Silver with Black Letters, Item No. J1 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	52	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Police Uniforms FFP Desc: Badge made by Blackington-Rhodium, Item No. B899H. PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	52	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Police Uniforms FFP Desc: Brand Name Neese, Rain Pant-Yellow with Scotchlite, Item No. 475PTD PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	63	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Police Uniforms FFP Desc: Reflective Scotchlite Police Panel, Item No. REF PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	63	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Police Uniforms FFP Desc: Newport Harbor Convertible Jacket, Navy with Liner, Item No. 264 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	63	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Police Uniforms FFP Desc: Black BDU Pants, Propper Poly/Cotton Ripstop, Item No. 400BLK PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	33	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Police Uniforms FFP Desc: Brand Name Propper, Black BDU Shirt, Propper Poly/Cotton, Ripstop, Item No. 215BLK PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	33	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Police Uniforms FFP Desc: Embroidered Badge, LF, Item No. EMB1 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship To: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	33	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Police Uniforms FFP Desc: Namestrip, RF(First Initial, Last Name), Item No. NSI PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	33	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Police Uniforms FFP Desc: Rain Jacket Neese, Yellow with Scotchligh, Item No. 475MJD PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to: Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	63	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Police Uniforms FFP Des: Brand Name Elbeco Long Sleeve Shirt, White, item No. 313 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to Bldg 123 Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Police Uniforms FFP Desc: Brand Name = Elbeco Short Sleeve Shirt, White, Item No. 3313 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to Bldg 123 Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Police uniforms FFP Desc: Blackington Nametag, Gold with Black Letters, Item No. J1 PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: ship to Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	8	Each		

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Police Uniforms FFP Desc: Badge made by Blackington - Gold, Item No. B99H PURCHASE REQUEST NUMBER: W34QWR-4034-3104 ADDITIONAL MARKINGS: Ship to Bldg 123, Mr. Gary Stanley, 123 Forrest Rd.,FTCKY	8	Each		

 NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

DELIVERY/PERFORMANCE**DELIVERIES/PERFORMANCE:**

- 1. Sizes of uniforms are unknown as personnel actions are pending.**
- 2. Within two (2) working days after receipt of order, the successful vendor shall be required to correctly size personnel. Number of personnel to be correctly sized is a minimum of 30 personnel; and a maximum of 60 personnel.**
- 3. Within ten (10) working days after receipt of order, the successful vendor shall deliver a minimum of 70% to the garments with the remainder (maximum – 30%) to be delivered not later than 21 days after receipt of order.**

POLICE UNIFORMS (OR EQUAL ITEMS)

- 1. Dress Shirts (Items 0001, 0002, 0017, and 0018): Stretch tropical, “Nano-dry” or equal to wick away moisture from the body; breathable and soil resistant.**
- 2. Dress Pants: (Items 0004): Stretch gabardine weave, “Nano-dry” or equal to wick away moisture from the body; breathable and soil resistant.**

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[<http://www.arnet.gov/far/>; <http://farsite.hill.af.mil/>]

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

 X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

- ☐ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS

The following contract terms and conditions, and/or changes are hereby incorporated and made a part of this contract:

1. Changes to FAR clause, 52.212-4, Contract Terms and Conditions – Commercial Items:

a. Paragraph (g): add “SUBMISSION OF INVOICES: When DFAS-Rome is the designated agency paying office, submit invoices in electronic form through the Wide Area Workflow Receipt and Acceptance (WAWF-RA),

<https://rmb.ogden.disa.mil> or Web Invoicing System (WinS) <https://ecweb.dfas.mil>. Rome's POC is Diane Morczek, (315) 330-6880, DSN 220-6880, e-mail diane.morczek@dfas.mil.

b. Paragraph (o): add, "ADDITIONALLY, THE GOVERNMENT WILL ACCEPT THE OFFEROR'S STANDARD COMMERCIAL WARRANTY."

NOTE 1: A completed copy of FAR 52.212-3, REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS will be required upon notification that the contractor has been awarded the purchase order.

NOTE 2: REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004)

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

NOTE 3: NAICS CODE: 315211, Small Business Size Standard is 500 employees

TAX ID:

DUNS:

REMIT TO: SAME AS BLOCK 17a

DIRECTORATE OF CONTRACTING WEB ADDRESS:

www.campbell-doc.army.mil

Directorate of Contracting POC: Kevin Day, (270) 798-7854

Government POC for **Delivery Coordination and Receiving Reports**:

PERIOD OF PERFORMANCE: DELIVERY SHALL BE NOT LATER 21 CALENDAR DAYS AFTER RECEIPT OF ORDER.

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

(a) *Definitions*. As used in this clause—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)